

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Electronic School Coupon Books** as specified herein. Proposals must be received by **2:00 p.m. on May 7, 2021**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

**Proposal Number 3046
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Proposal Envelope must show the Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767. Questions may be faxed to 865.215.5778 or emailed to jay.garrison@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposals.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

- 1.5 AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

- 1.7 **CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.8 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.
- 1.9 **COOPERATIVE PURCHASING:** Proposers must indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price. Indicate any additional delivery charges or minimum orders for purchases by other entities as applicable.
- 1.10 **COPIES:** Knox County requires that proposals be submitted as one (1) marked as original and four (4) exact copies. **Proposers must submit with their written response an exact electronic version of their proposal in a single file on a CD-ROM or flash drive format.**
- 1.11 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.
- 1.12 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals. Facsimile and email submission is strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.
- 1.13 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Procurement On-Line." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes for our vendor-clients and on-line requisitioning and receiving for our county departments.
- In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "Knox Procurement On-Line," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.14 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.15 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.16 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.17 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department.

Vendors must indicate in their proposal response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.18 POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.19 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.20 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.21 PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses other than the delivery address specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

- 1.22 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- Be submitted on recycled paper;
 - Not include pages of unnecessary advertising;
 - Be made on both sides of each sheet of paper.
- 1.23 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on April 21, 2021**. These requirements also apply to specifications that are ambiguous.
- 1.24 SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.
- 1.25 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.
- 1.27 USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.28 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

- 1.29 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division *prior* to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.
- 1.30 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.8 GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any dispute which arises hereunder.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.16 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposals, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.19 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.20 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.21 TERMINATION:** County may terminate this agreement with or without cause at anytime upon thirty (30) calendar days written notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.22 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects.

Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of this solicitation is to obtain a qualified firm to provide Electronic School Coupon Books as desired by Knox County and Knox County Schools (KCS.) Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONS OR DELETIONS:** Knox County reserves the right to add services as the need arises or to delete services that have become obsolete in demand. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.
- 3.4 AGENCY CONTACTS:** The Contractor will be given a list of key personnel directly associated with the services to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with any resulting Contract.
- 3.5 AWARD LENGTH:** The length of this Contract will be an initial two (2) year award with the option to renew upon mutual consent of both parties. The term agreement may be renewed for an additional three (3) years, one (1) year at a time, for a possible total of five (5) years. Knox County reserves the right to purchase these products and/or services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.6 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.7 COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with a fax transmission or email. It is essential that the Contractor have an efficient and properly working fax machine as well as email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, fax numbers and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.
- 3.8 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.
- 3.9 CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful Vendor(s). The Contract may require Knox County Commission approval. The successful Vendor(s) may be required to be present at the County Commission meeting(s) to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the Vendor(s).

Knox County will draft the Contract. The Knox County Procurement Division will not accept any vendor's contract. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

3.10 CONTACT PERSONNEL: Essential to the success of this Contract is the development of a good working relationship between the Vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.

3.11 CONTRACTOR DUTIES: At the Contractor's own expense, the Contractor shall:

3.11.1 Provide competent supervision;

3.11.2 Provide competent personnel;

3.11.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

3.12 EVALUATION CRITERIA: This proposal will be evaluated using the following criteria:

Proposed Services

40 Points

- Part A: Technical Specifications Checklist
- Part B: Detailed Narrative of the Proposed Application
- Part C: Detailed Narrative for Implementation Plan Including System Interfaces and Database Conversion
- Part D: Implementation Timeline (Gant chart)
- Part E: Detailed Narrative for Training
- Part F: Detailed Narrative of Ongoing Maintenance

Qualifications and Experience

30 Points

- Brief description of the company and company history
- Description of approach to installing systems of this kind and identify any unique or distinctive features of the system that the vendor wishes the evaluation committee to take particular notice.
- Provide an organizational chart, resumes, and summary of key project staff including, but not limited to: senior management, project manager, primary contact responsible for account, hardware support personnel, software support personnel
- Number of currently installed, fully functioning systems
- References

Proposed Fees

30 Points

The Cost Proposal will be submitted in the "Original" proposal and the CD/Flash Drive only. **Do Not Include the Cost Proposal in the Exact Copies.**

- Proposers must submit the attached Cost Sheet

3.13 EVALUATION REVIEW: Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated Vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.14 EXCEPTIONS TO SPECIFICATIONS: Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section VI, Part VII of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.15 GRATUITIES AND KICKBACKS: It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.16 IDENTIFICATION: Employees of the Contractor must have proper photo identification displayed at all times while on property belonging to Knox County.

3.17 INTERPRETATION: No oral interpretation will be made to any bidder regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.18 INVOICE DETAIL: Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

- The invoice must show the amount due to the Contractor by Knox County;
- The invoice must show a summary of completed work;
- Invoices are to be original and uniquely pre-numbered;
- Invoices which do not show this information are subject to rejection.

3.19 INVOICING PROCEDURES: Knox County requests that invoices be easy to read and understand. Invoices are to be submitted monthly and be original and uniquely pre-numbered. Each participating agency to this Contract may be required to use different invoicing information and procedures. This information and procedures shall be provided to the contractor(s) prior to Contract execution. There shall be no additional charge for this information and these procedures to be included. Provide a sample invoice in Section VI, Tab X.

Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that the successful Contractor's invoices specify the correct department. Do not credit payments to another department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. Bidders are hereby notified that invoices may take a minimum of thirty (30) days to process payment. There shall be no component billing. Mail invoices for Knox County Schools to:

Carly Harrington, Director of Public Affairs
Andrew Johnson Building, Room M100
912 South Gay Street
Knoxville, TN 37902

3.20 INVOICE REVIEW: Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in termination.

- 3.21 NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations, including, but not limited to, rates and term, with the highest-rated proposer.
- If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.
- 3.22 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.23 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposals, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- 3.24 OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within ninety (90) business days after the date fixed for the closing the RFP.
- 3.25 PRICING:** The proposer(s) warrants that the fee stated shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the first contract period, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:
- Continue with the existing prices;
 - Request a lower price increase;
 - Not accept the renewal offer.
- If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the proposal file. No approvals will be authorized verbally.
- 3.26 PROHIBITION OF SELLING INFORMATION:** The successful contractor shall not sell, disseminate or otherwise provide personal information of anyone purchasing the app to any outside party for any secondary purpose, including targeted advertising.
- 3.27 PROPOSAL EVALUATION:** In evaluation of submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.
- 3.28 PROPOSAL FORMAT:** This solicitation is in the Request for Proposals (RFP) format. As the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.29 PROPOSER INTERVIEWS:** Knox County reserves the right to request proposers to demonstrate their capabilities from those displaying a thorough knowledge of the intent of this RFP. The purpose of these interviews is to gain additional insight into the capabilities and feature of the proposed services and to ask questions regarding aspect of the same. If requested, interviews will take place at the Knox County Procurement Division facility. All costs associated with attending interviews will be at the Proposer's expense.
- 3.30 PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or the Contract.

- 3.31 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.
- 3.32 QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.
- 3.33 REFERENCES:** The vendor must provide three (3) references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. Do not list any Knox County Government department or the Knox County Schools as a reference. References shall be submitted on Attachment A of this RFP.
- 3.34 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.
- 3.35 RESTRICTIONS ON USE OF CONFIDENTIAL INFORMATION:** Proposers must adhere to the following:
- 3.35.1 Any and all personally identifiable student or employee information including but not limited to name, address, telephone number, teachers, classes, grades, digital media and any other student or employee information of any kind is deemed confidential and shall not be released or disclosed in any form or manner unless authorized by District in writing. This restriction against release or disclosure also precludes sharing of data by Independent Contractor with any affiliate of Independent Contractor unless such sharing is expressly permitted under the contract or is expressly granted in writing by District.
- In addition, all information the release of which is prohibited by state or federal law or regulation, including but not limited to the protections of the Family Educational Rights and Privacy Act (referred to herein as "FERPA") and all applicable laws of the State of Tennessee which is obtained by Independent Contractor from District, its students, faculty, or staff in the performance of this Agreement constitutes Confidential Information. Independent Contractor agrees to hold the Confidential Information in strictest confidence. Independent Contractor shall not use or disclose Confidential Information received from or on behalf of District or any of its students, faculty, or staff except as permitted or required by this Agreement, or otherwise as agreed in writing by District.
- 3.35.2 Independent Contractor agrees that any personally identifiable student data it obtains from the District shall only be used for the purpose of providing the contracted product or service to the District according to the terms of the contract. Independent Contractor may not sell student data. (This does not prevent transfer of student data by purchase or merger of the Independent Contractor, so long as the successor entity remains bound by and in compliance with the terms of this agreement.)
- 3.35.3 Independent Contractor may not use personally identified student data for any secondary purpose including targeted advertising. Independent Contractor may (a) use student data for adaptive learning or customized student learning processes; (b) market an educational application to a student's parent or guardian if Independent Contractor did not use student data shared by or collected on behalf of the District to do so; (c) use a recommendation engine within Independent Contractor's internal application to recommend learning or employment related content or services to the student, but only if the recommendation is not motivated by consideration from another party; (d) respond to a student request for information or feedback, but only if the response is not motivated by consideration from another party; (e) use student data to allow or improve functionality of Independent Contractors' internal application; and (f) identify for the student nonprofit institutions of higher education or scholarship providers that are seeking students who meet specific criteria, but only if Independent Contractor obtains, through the District, the written consent of the student's parent or guardian (or the student if age 18 or older or emancipated). (Written consent may not be required in certain instances for an Independent Contractor which is a national assessment provider.)

- 3.35.4 Contractor agrees that it will protect the Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, Independent Contractor shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted Confidential Information. Any data that is transmitted to/from District will be secure. Any electronic data stored by the vendor must be secure and backed up with a tested data recovery strategy in place as approved by District.
- 3.35.5 Within 30 calendar days of termination, cancellation, expiration, or other conclusion of the contract, or within 30 calendar days of a request by District with regard to any portion of the data, Independent Contractor shall return to District or if return is not feasible, destroy and not retain any copies of any and all Confidential Information that is in possession of Independent Contractor and certify in writing that all copies of the confidential information in its possession have been destroyed. This requirement shall not apply, and Independent Contractor may retain, personally identifiable student data if Independent Contractor has obtained written consent of the student's parent or guardian (or from the student if 18 or older or emancipated) and provides documentation of that consent to the District.
- 3.35.6 These obligations shall not apply to any information which (a) is already in the public domain through no breach of this Agreement, including but not limited to information available through schools' web site(s); (b) was lawfully in Independent Contractor's possession prior to receipt from an District school, its faculty staff or students; or (c) is received by Independent Contractor independently from a person or entity free to lawfully disclose such information other than an District school, its faculty, staff, or students.
- 3.35.7 Contractor warrants and represents that it shall, at all times, comply with the terms of this Agreement and with FERPA, COPPA, and all applicable laws of the state of Tennessee and further agrees not to disclose or re-disclose to any person or entity for any purpose whatsoever any personally identifiable student information as that term is defined by this agreement, FERPA, COPPA, or applicable laws of the state of Tennessee.
- 3.35.8 Independent Contractor agrees that District or its designee may, upon request, audit Independent Contractor to verify compliance with the applicable requirements of law.

3.36 REMOVAL OF CONTRACTOR'S EMPLOYEES: Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.37 SUBMIT QUESTIONS: Prospective proposers may submit questions concerning this solicitation until **April 21, 2021 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF SERVICES

4.1 BACKGROUND: The Knox County Schools Coupon Book Program was established in 1989 to provide discretionary funds for schools to meet needs identified by parents and teachers. The proceeds have become an important resource for improving technology and playgrounds in our 90 schools across the county. With more than 30 years of parent and community support, Knox County Schools Coupon Book program is the most successful program of its kind in the nation! We have over 200 vendors that continue to offer discounts on their goods and services in order for us to produce this coupon book year after year.

KCS sells approximately 130,000 paper coupon books per year. The selling of the books takes place over a three (3) week time period as determined by State law. This is just an estimate and is not to be considered as a guarantee of the number electronic books that will be sold. Paper coupon books will also continue to be sold by KCS.

Each coupon book costs \$10, with a minimum of \$8 from each sale going to the school of the student who sells it.

SECTION V TECHNICAL SPECIFICATIONS:

Proposers must provide a detailed, but concise, narrative under Section V, Tab III, as to how they will meet the functional requirements stated below. Proposers must also include the checklist in this tab. Failure to include the narrative and/or checklist will be justification to deem the proposal nonresponsive and therefore removed from consideration.

Proposers must mark "Yes" or "No" for each specification or requirement given. A "Yes" response means that the requirements of the system are currently operational or that you comply with the requirement. The functionality must be fully operational at the time of RFP submission. If the specification is in development or testing and not fully operational, proposer must mark "No."

A response of "No" to any of the requirements does not necessarily disqualify a proposer from consideration. If the requirement is fully functional and operational in enhanced versions of the system, but not included in the base system, proposers must state as such in the comments.

Section	Specification	Yes	No	Comment
5.1	Must be able to integrate with the current KCS database. Proposers must state the file format required in order for KCS to provide relevant information.			
5.2	Must be compatible with all current mobile devices.			
5.3	Must have the ability to "redeem" coupons so that a coupon cannot be used more than once.			
5.4	Must have the ability to provide GEO fence locations to allow for pop-up ads when a user enters a participating business' area.			
5.5	Must have the ability to provide a database of sales.			
5.6	Must have the ability to apply each app purchase to a particular student and the school the student attends.			
5.7	Must Provide Support on a 24/7/365 basis			
5.8	Maintenance and Support for the first year, starting after final acceptance , must be included in the total first year cost.			
5.9	Maintenance and Support for years two (2) through five (5) shall include, but not be limited to, annual preventative maintenance, any and all other system updates, new versions, enhancements, etc., that the vendor releases during the five (5) year period as well as any resulting costs for implementation, training, maintenance, support, etc., of such, and all other requirements of this RFP.			

SECTION VI PROPOSAL FORMAT

PROPOSAL INFORMATION: The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserve the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs.
- Please submit one (1) marked original and four (4) exact copies.
- Page numbers should be placed on bottom center of pages.
- Proposers shall also submit an exact copy of the original proposal on a CD/Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the CD/Flash drive.**

TAB I PROPOSER INFORMATION

Company Name, Address, Knox County Vendor Number, Primary Contact Person, Contact Telephone Number, Contact Email, copy of Knox County Business License (if applicable), Federal Tax Identification number (EIN)

TAB II SIGNED LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL

Letter must be signed by the principal of the company. Please sign the original in blue ink.

TAB III PROPOSED SERVICES

Part A: Technical Specifications Checklist

Part B: Detailed Narrative of the Proposed Application

Part C: Detailed Narrative for Implementation Plan Including System Interfaces and Database Conversion

Part D: Implementation Timeline (Gant chart)

Part E: Detailed Narrative for Training

Part F: Detailed Narrative of Ongoing Maintenance

TAB IV QUALIFICATIONS & EXPERIENCE

Part A: Brief Description of the Company and Company History

Part B: Organizational Chart

Part C: Number of Current, Fully Operational Electronic School Coupon Books Currently in Use

Part C: Number of Overall Fully Operational Apps That Have Been Developed by Proposer and a brief description of each

Part D: References

TAB V PROPOSED FEE

The Cost Proposal will be submitted in the "Original" proposal and the CD/Flash Drive only. **Do Not Include the Cost Proposal in the Exact Copies.**

Part A: Cost Sheet

Part B: Itemized Cost for Implementation

Part C: Itemized Cost for System Interface and Conversion of Data Files

Part D: Itemized Training Costs

Part E: Brief narrative as to how fees will be paid to Knox County Schools

Part F: Brief narrative as to fees paid to Financial Institutions (Credit Cards) and how they are charged

Part G: Brief narrative as to fees paid to Application Stores (Apple, Google, etc.) and how they are charged

TAB VI EXCEPTIONS

Proposers must list any exceptions taken to the terms and conditions of this RFP in this section. Failure to list any exceptions will be considered as the proposer's acceptance of the terms and conditions as stated. Do not mark through or otherwise alter the language of this RFP in your response.

TAB VII PAYMENT METHOD/COOPERATIVE PROCUREMENT

Part A: Statement as to whether or not you will accept payment via credit card.

Part B: Statement as to whether or not you will allow cooperative purchasing.

TAB VIII ACKNOWLEDGEMENT OF ADDENDUM

Part A: Acknowledge receipt of any addenda issued under this section.

TAB IX OTHER INFORMATION

Proposers may include any other information deemed pertinent to this solicitation.

TAB X ATTACHMENTS

- References (A)
- Iran Divestment Act (B)
- Provide a Sample Invoice

Note: Failure to include requested information may result in the proposer being disqualified.

**COST SHEET
RFP 3046
ELECTRONIC SCHOOL COUPON BOOKS**

Company Name: _____

It is the intent of the County and Knox County Schools to provide the below pricing list in order to fairly and objectively evaluate the cost of a fully functional, turn-key system. Omission of line items below does not relieve proposers of the obligation to provide such items as are necessary to deliver a fully functioning system.

Proposers may submit a one-time annual fee or a fee per download of the app. If a per download fee is proposed, evaluations will be based on fifty thousand (50,000) downloads. Financial Institution Fees and Application Store Fees will also be calculated based on fifty thousand (50,000) downloads.

Proposers are to include an itemized cost for each category below. This is to include the cost of any modifications to the proposer's current system in order to achieve the functionality as required. The itemized cost sheets shall be inserted after this Cost Sheet in proposer's response. The final costs per the detailed cost sheets must match what is stated below for each category.

Maintenance and Support for the first year, **starting after final acceptance**, must be included in the total first year cost. Maintenance and Support for years two (2) through five (5) shall be stated listed as per below. Maintenance and Support shall include, but not be limited to, annual preventative maintenance, any and all other system updates, new versions, enhancements, etc., that the vendor releases during the five (5) year period as well as any resulting costs for implementation, training, maintenance, support, etc., of such, and all other requirements of this RFP.

Implementation Costs: \$ _____

Total Cost for System Interfaces and
Conversion of Database Files: \$ _____

Total Training Costs:
(To include all training software, travel, manuals,
materials, etc.) \$ _____

Provide Fees for Financial Institution Fees
(Credit Card Fees) Assessed per App Purchase
(Note Per App or Fixed Fee) \$ _____

Total Fees Paid to Application Store
(Apple, Google, etc.) Assessed per App Purchase
(Note Per App or Fixed Fee) \$ _____

Total First Year Costs: \$ _____

Maintenance Costs Year 2 (Note Per App or Fixed Fee) \$ _____

Maintenance Costs Year 3 (Note Per App or Fixed Fee) \$ _____

Maintenance Costs Year 4 (Note Per App or Fixed Fee) \$ _____

Maintenance Costs Year 5 (Note Per App or Fixed Fee) \$ _____

ATTACHMENT A

**KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3046**

Vendor: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service during the last five (5) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government as a reference.

Name of Firm: _____
Contact Person: _____ Phone Number: _____
Email Address: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: \$ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

Name of Firm: _____
Contact Person: _____ Phone Number: _____
Email Address: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: \$ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

Name of Firm: _____
Contact Person: _____ Phone Number: _____
Email Address: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: \$ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

**ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT
REQUEST FOR PROPOSALS NUMBER 3046**

By submission of a response to RFP #XXXX, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____